

**AMENDMENT TO AMENDED AND RESTATED
LINEAR DETENTION BASIN EASEMENT**

This Amendment to the Amended and Restated Linear Detention Basin Easement (this "**Amendment**") is entered into to be effective as of January 12, 2005, among Hillwood LIT, LP, a Delaware limited partnership ("**Hillwood**"), Mayfield/New York, Ltd., a Texas limited partnership ("**Mayfield**"), and Mississippi Purchase Corporation, a Mississippi corporation ("**Grantor**").

RECITALS

1. Grantor, Mayfield and Hillwood Fund DTC 1, L.P., a Mississippi limited partnership ("**DTC**"), entered into that Amended and Restated Linear Detention Basin Easement (the "**Easement**"), dated as of September 30, 2004 and filed for record in Book 0484, Page 698 filed in the Chancery Clerks Office of DeSoto County, Mississippi; all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Easement.
2. Hillwood has succeeded to the interest of DTC in and to the HFDTC1 Property.
3. Grantor, Mayfield and Hillwood now desire to clarify and amend their agreements contained in the Easement, and to evidence such clarification and amendments by the recordation hereof in the Official Records of DeSoto County, Mississippi.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and the mutual benefits to accrue to the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Easement as follows:

1. **Liability.** Any liability of the owners of the HFDTC1 Property and the Mayfield Property accruing under the Easement shall be several, and not joint and several. Each such owner shall be obligated under the Easement only with respect to their own comparative fault and only with respect to the real property owned by such party.
2. **Completion.** Mayfield shall, at its own cost and expense complete or cause to be completed the initial construction obligations of Grantee under the Easement.
3. **Enforcement.** The Easement shall be enforceable only by the owners of the real property affected by the Easement.
4. **Binding Effect; Governing Law.** Except as modified hereby, the Easement shall remain in full effect and this Amendment shall be binding upon the parties hereto and their respective successors and assigns. If any inconsistency exists or arises between the terms of the Easement and the terms of this Amendment, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State of Mississippi.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.
6. **Notices.** The following address shall be used for purposes of providing notice to Hillwood pursuant to the Easement: c/o ING Clarion Partners, 3141 Hood St., Dallas, Texas 75219.

[Signature page follows this page.]

EXECUTED to be effective as of the date first written above.

HILLWOOD:

HILLWOOD LIT, LP, a Delaware limited partnership

By: LIT-FTGP, L.L.C., a Delaware limited liability company, its general partner

By: LIT Industrial Limited Partnership, a Delaware limited partnership, its sole member

By: LIT Holdings GP, LLC, a Delaware limited liability company, its sole general partner

By: Lion Industrial Properties, L.P., a Delaware limited partnership, its sole member

By: LIT GP Sub, LLC, a Delaware limited liability company, its sole general partner

By: Lion Industrial Trust, a Maryland real estate investment trust, its sole member

By: 

John R. Killian
Treasurer

MAYFIELD:

MAYFIELD/NEW YORK, LTD., a Texas limited partnership

By: Hillwood Operating, L.P., a Texas limited partnership, its general partner

By: Hillwood Development Company, LLC, a Texas limited liability company, its sole general partner

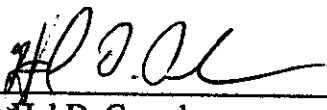
By: 

Name: M. Thomas Mason

Title: Executive Vice President

GRANTOR:

**MISSISSIPPI PURCHASE CORPORATION, a Mississippi
corporation**

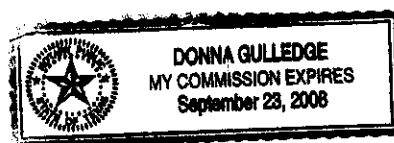
By: 
Name: Hal D. Crenshaw
Title: President

THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

Personally appeared before me, the undersigned authority in and for said county and state on this 2 day of January, 2005, within my jurisdiction, the within named John R. Killian who acknowledged to me that he is Treasurer of Lion Industrial Trust, a Maryland real estate investment trust, and that for and on behalf of said real estate investment trust, and as its act and deed as sole member of LIT GP Sub, LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed as general partner of Lion Industrial Properties, L.P., a Delaware limited partnership, and that for an on behalf of said limited partnership, and as its act and deed as sole member of LIT Holdings GP, LLC, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed as general partner of LIT Industrial Limited Partnership, a Delaware limited partnership, and that for an on behalf of said limited partnership, and as its act and deed as sole member of LIT-FTGP, L.L.C., a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed as general partner of Hillwood LIT, LP, a Delaware limited partnership, and for and on behalf of said limited partnership and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies and limited partnerships so to do.


 Notary Public, State of Texas

My commission expires: _____



STATE OF TEXAS §
 §
 COUNTY OF Dallas §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, 2005, within my jurisdiction, the within named M. Thomas Mason, who acknowledged to me that he is Executive Vice-President of Hillwood Development Company, LLC, a Texas limited liability company and sole general partner of Hillwood Operating, L.P., a Texas limited partnership and general partner of Mayfield/New York, Ltd., a Texas limited partnership, and that for and on behalf of Hillwood Development Company, LLC as general partner of Hillwood Operating, L.P., and for and on behalf of Hillwood Operating, L.P. as general partner of Mayfield/New York, Ltd., and as the act and deed of Hillwood Development Company, LLC as general partner of Hillwood Operating, L.P., and as the act and deed of Hillwood Operating, L.P. as general partner of Mayfield/New York, Ltd., and as the act and deed of Mayfield/New York, Ltd., he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company and said limited partnerships so to do.



Melinda Northrup
 Notary Public, State of Texas

My commission expires: _____

STATE OF MISSISSIPPI §
 DE SOTO §
 COUNTY OF ~~SOUTHAVEN~~ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, 2005, within my jurisdiction, the within named Hal D. Crenshaw, duly identified before me, who acknowledged that he is President, of Mississippi Purchase Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



Wendy Stanford
 Notary Public, State of Mississippi
 My commission expires: August 22, 2008